

United States Bankruptcy Court
Middle District of Tennessee

McLaughlin,
Plaintiff
Andrews,
Defendant

Adv. Proc. No. 23-90001-MFH

CERTIFICATE OF NOTICE

District/off: 0650-1

User: admin

Page 1 of 1

Date Rcvd: Feb 27, 2023

Form ID: pdf001

Total Noticed: 5

The following symbols are used throughout this certificate:

Symbol	Definition
+	Addresses marked '+' were corrected by inserting the ZIP, adding the last four digits to complete the zip +4, or replacing an incorrect ZIP. USPS regulations require that automation-compatible mail display the correct ZIP.

Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on Mar 01, 2023:

Recip ID	Recipient Name and Address
ust	+ U.S. Trustee, Office of the U.S. Trustee, One Memphis Place, 200 Jefferson Avenue, Suite 400, Memphis, TN 38103-2383
ust	+ United States Trustee, Historic U.S. Courthouse, 31 E. Eleventh Street, Fourth Floor, Chattanooga, TN 37402-4205
dft	+ David K Andrews, 2098 Nashville Highway, Columbia, TN 38401-7232
pla	+ James and Annette McLaughlin, c/o Phillip G. Young, Jr., Thompson Burton PLLC, One Franklin Park, 6100 Tower Circle, Suite 200 Franklin, TN 37067-1465
dft	+ Middle Tennessee Law Group, PLLC, ATTN Patrick Carter, Registered Agent, 809 South Main Street, Columbia, TN 38401-3353

TOTAL: 5

Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center.

Electronic transmission includes sending notices via email (Email/text and Email/PDF), and electronic data interchange (EDI).

NONE

BYPASSED RECIPIENTS

The following addresses were not sent this bankruptcy notice due to an undeliverable address, *duplicate of an address listed above, *P duplicate of a preferred address, or ## out of date forwarding orders with USPS.

NONE

NOTICE CERTIFICATION

I, Gustava Winters, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.

Meeting of Creditor Notices only (Official Form 309): Pursuant to Fed .R. Bank. P.2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.

Date: Mar 01, 2023

Signature: /s/Gustava Winters

CM/ECF NOTICE OF ELECTRONIC FILING

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system on February 27, 2023 at the address(es) listed below:

Name	Email Address
KEITH DAVID SLOCUM	on behalf of Defendant David K Andrews keith@robertharlan.com bknotices@robertharlan.com;kds1975kds@gmail.com
PHILLIP G YOUNG	on behalf of Plaintiff James and Annette McLaughlin phillip@thompsonburton.com

TOTAL: 2

Dated: 2/27/2023

**IN THE UNITED STATES BANKRUPTCY COURT FOR THE
MIDDLE DISTRICT OF TENNESSEE**

IN RE:)	
DAVID KIRKLAND ANDREWS)	CASE NO. 1:22-bk-03257
)	CHAPTER 13
Debtor,)	JUDGE MARIAN F. HARRISON
)	
JAMES McLAUGHLIN and)	ADV. NO. 1:23-ap-90001
ANNETTE McLAUGHLIN,)	
)	
Plaintiffs,)	
)	
vs.)	
)	
DAVID K. ANDREWS and)	
MIDDLE TENNESSEE)	
LAW GROUP, PLLC,)	
)	
)	
Defendants.)	

PRETRIAL ORDER

At the pretrial conference held in Nashville, Tennessee, on Tuesday,
February 21, 2023, the following counsel appeared:

Phillip Young, Attorney for Plaintiff.

Keith Slocum, Attorney for Defendant.

PLEADINGS

No further pleadings will be filed in this matter except with leave of Court.

STATEMENT OF THE ISSUES

Based on the court filings and discussions with counsel at the pretrial conference, the issues to be determined by the Court are as follows:

- 1) Whether the Contract contained any contingencies;
- 2) Whether the Debtor has breached the terms of the Contract by not consummating the sale contemplated by the Contract by October 11, 2022;
- 3) Whether the Plaintiffs have suffered more than \$100,000 in damages as a result of the Debtor's breach of the Contract;
- 4) Whether, pursuant to the terms of the Contract, the Earnest Money has been forfeited to the Plaintiffs and the Escrow Agent must turn over the Earnest Money to the Plaintiffs due to the Debtor's breach of the Contract;
- 5) Whether the Earnest Money is property of the bankruptcy estate pursuant to 11 U.S.C. § 541; and
- 6) Whether the Debtor has any right to the Earnest Money or whether the Earnest Money must be turned over to the Plaintiffs.

FINAL DISPOSITION

All parties consent to final disposition of this adversary proceeding by the bankruptcy court.

INITIAL DISCLOSURES

Fed. R. Civ. Proc. 26 disclosures will be managed by agreement by the parties.

DISCOVERY

The parties are in agreement that the case will be decided based on stipulated facts and that no discovery will be required.

MOTIONS

It has been determined that this case can likely be resolved by cross-motions for summary judgment, it being agreed that there are no anticipated factual disputes and that only legal issues will need to be addressed by the Court. Accordingly, no trial will be scheduled at this time. Instead, the following schedule is adopted:

1. Motions, a joint stipulation of facts, and briefs shall be filed on or before ***March 27, 2023***.
2. Responses, if any, shall be filed on or before ***April 10, 2023***.
3. Further responses, if any, shall be filed on or before ***April 14, 2023***.

4. A hearing on cross-motions for summary judgment will be held on *April 18, 2023, at 9:30 a.m. in Courtroom Three, Customs House, 701 Broadway, Nashville, Tennessee.*

ALTERNATIVE DISPUTE RESOLUTION

Mediation by an ADR neutral will be scheduled upon request by any party.

EFFECT OF PRETRIAL ORDER

This action shall proceed to the hearing on dispositive motions pursuant to the stipulations of the parties and this order and no amendments shall be made to this order except upon written motion and for good cause shown. *Failure to comply with requirements of this order may result in dismissal of the action, default, assessment of costs including attorney's fees, or other penalties.*

IT IS SO ORDERED.

THIS ORDER WAS SIGNED AND ENTERED ELECTRONICALLY AS
INDICATED AT THE TOP OF THE FIRST PAGE.